

**TERMS AND CONDITIONS OF  
EMPLOYMENT**

**BETWEEN**

**SAN BERNARDINO COUNTY EMPLOYEES’  
RETIREMENT ASSOCIATION**

**AND**

**EMPLOYEES REPRESENTED BY SERVICE  
EMPLOYEES INTERNATIONAL UNION,  
LOCAL 721**

**Effective December 7, 2023 pursuant to  
California Government Code 3505.7 –  
“Unilateral Implementation of Last, Best and  
Final Offer”**

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## **ARTICLE 1 - TERM**

Pursuant to Section 3500 *et seq.* of the California Government Code, the representatives of the San Bernardino County Employees' Retirement Association (SBCERA) and the Service Employees International Union, Local 721 (SEIU) met and conferred on salaries, benefits and working conditions. As a result of that process, in accordance with Government Code Section 3505.7, SBCERA implemented the terms and conditions of employment set forth herein effective December 7, 2023, unless otherwise noted herein.

## **ARTICLE 2 - RECOGNITION**

SEIU is the exclusive recognized employee organization for those classifications listed in Appendix A. Those classifications shall be collectively referred to herein as the "Bargaining Unit".

## **ARTICLE 3 - MANAGEMENT RIGHTS CLAUSE**

### **Section 3.1 Management Rights**

SBCERA has the exclusive right to establish Personnel Rules and department regulations, including subsequent amendments and revisions. In addition, except as otherwise specified herein, SBCERA has the exclusive right to:

- a. Contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities;
- b. Suspend provisions of this Agreement in the event of, or for the duration of, an emergency as determined by the Board of Retirement and/or by County, State, or Federal action upon notification to the Union regarding the nature and expected duration of the emergency;
- c. Determine staffing and direct the workforce, including the right to hire, promote, demote, evaluate, transfer, layoff, or discharge any Bargaining Unit Employee;
- d. Take such further action as may be necessary to organize and operate SBCERA in the most efficient and economical manner to serve the public interest;
- e. Modify the performance evaluation form; and
- f. Modify and update class specifications.

Nothing in this section is construed as a waiver of rights under the Meyers-Milias-Brown Act (MMBA).

### **Section 3.2 Effects Bargaining**

The Union has the right to meet and confer if a management decision made by SBCERA pursuant to Section 3.1 of these Terms and Conditions affects matters within the scope of representation.

#### **ARTICLE 4 - TYPES OF BARGAINING UNIT EMPLOYEES**

All Bargaining Unit Employees shall be classified as either Exempt<sup>1</sup> Benefits Group or General Benefits Group. General Benefits Group Employees are those in positions comparable to San Bernardino County general (non-exempt) employees and Exempt Benefits Group Employees are those in positions comparable to San Bernardino County exempt employees. Those Bargaining Unit Employees who receive Exempt Benefits are FLSA Exempt and those who receive General Benefits are FLSA Non-Exempt.

SBCERA agrees to continue to grandfather Exempt Benefits for the incumbent Disability Retirement Supervisor. At such time that the incumbent vacates the position, the benefits associated with the position will return to General Benefits.

#### **ARTICLE 5 - SALARY AND OTHER COMPENSATION ITEMS**

##### **Section 5.1 Salary Increases**

SBCERA shall provide salary increases to all Bargaining Unit Employees according to the following schedule and conditions:

- Effective the first full pay period following SBCERA Board approval, Bargaining Unit Employees will receive a base salary increase of 15.2%.

##### **Section 5.2 Bilingual Pay**

Subject to demonstration of competency, Bargaining Unit Employees in designated positions requiring written or verbal language translation skills shall receive from SBCERA bilingual pay of \$50 per pay period. The Chief Executive Officer (“CEO”) or their designee shall determine the number of necessary designated positions and language(s) and establish a program to certify competency.

##### **Section 5.3 Deferred Compensation**

###### **5.3.1 457(b) Plan**

SBCERA shall match one (1) times the Bargaining Unit Employee’s contribution to a 457(b) deferred compensation plan up to one percent (1%) of the Bargaining Unit Employee’s biweekly base salary.

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<sup>1</sup> For the purposes of these Terms and Conditions, the term “Exempt Unit Employee(s)” is used to describe a classification of SBCERA Unit Employees and does not carry the same meaning as a Fair Labor Standards Act (“FLSA”) exempt employee.

### **5.3.2 401(k) Plan**

All Bargaining Unit Employees will be permitted to participate in the 401(k) deferred compensation plan.

#### **Exempt Benefits Group**

No 401(k) match shall be made for General Unit Employees. SBCERA shall match two (2) times the contribution made by an Exempt Benefits Group Employee in Groups A, B, or C to a 401(k) deferred compensation plan up to eight percent (8%) of the Exempt Benefits Group Employee's biweekly base salary. SBCERA shall match two (2) times the contribution made by an Exempt Benefits Group Employee in Group D to a 401(k) deferred compensation plan up to six percent (6%) of the Exempt Benefits Group Employee's biweekly base salary. (See Appendices A and B)

### **5.3.3 529 Education Savings Plan**

SBCERA shall facilitate voluntary payroll deductions to the California 529 savings plan known as "Scholar Share".

## **ARTICLE 6 - STEP ADVANCEMENT**

The SBCERA Salary Schedule includes assigned pay ranges for each classification from Steps 1 through 21.

### **Section 6.1 Initial Placement and First Step Advancement**

New Bargaining Unit Employees shall be hired at step one (1) of Band A for their established salary range. Variable entrance may be established if justified by recruitment needs and/or based on expertise, experience, and/or education with the approval of the CEO. New Bargaining Unit Employees shall be eligible for the first step advancement upon their annual anniversary date. The first step advancement shall be based upon a one (1) step increment, or approximately two percent (2%) provided the Bargaining Unit Employee achieves a rating of "Meets Job Standards." If the Bargaining Unit Employee achieves a rating of "Exceeds Job Standards," the first step advancement shall be based upon a two (2) step increment, or approximately four percent (4%).

### **Section 6.2 Subsequent Step Advancement**

Bargaining Unit Employees shall receive subsequent step advancements upon the first day of the next pay period following the next annual anniversary date, subject to receiving an overall rating of "Meets Job Standards" or "Exceeds Job Standards" on an annual performance evaluation. A Bargaining Unit Employee with an overall rating of "Meets Job Standards" shall receive a one (1) step increment, or approximately two percent (2%). A Bargaining Unit Employee with an overall rating of "Exceeds Job Standards" shall receive two (2) step increments, or approximately four percent (4%), until Step 21 is reached.

### **Section 6.3 Performance Evaluations**

At their option, Bargaining Unit Employees may, within fourteen (14) days of receiving their annual performance evaluation, submit a written response to their direct supervisor, department chief, and Human Resources, a copy of which shall be placed in their personnel file with the annual performance evaluation.

## **ARTICLE 7 - BENEFITS**

### **Section 7.1 Health Insurance**

**7.1.1** SBCERA currently offers Bargaining Unit Employees medical insurance through the County of San Bernardino. The amount of SBCERA contributions (“Medical Premium Subsidy”) for each Unit Employee will be adjusted annually (indexed) each year during the duration of these Terms and Conditions using the percentage change in premiums. The percentage change in premiums shall be a “weighted average” based on the number of participants enrolled in each of the plans during the prior year. Unit Employees will be notified of the new medical insurance premiums prior to an “open enrollment period,” which will generally occur in May-June of each year. Changes in Medical Premium Subsidies will be made concurrently with the effective dates of new coverage, generally in or about July of each year.

The Medical Premium Subsidy amounts for County of San Bernardino medical plans in effect for benefit year 2023/24 are as follows:

- General Benefit Group Employees
  - General Benefit Group Employee Only: \$245.35
  - General Benefit Group Employee Plus One (+1): \$421.19
  - General Benefit Group Employee Family: \$595.97
- Exempt Benefit Group Employees (and grandfathered Disability Retirement Supervisor)
  - Exempt Benefit Group Employee Only: \$289.38
  - Exempt Benefit Group Employee Plus One (+1): \$445.72
  - Exempt Benefit Group Employee Family: \$611.27

**7.1.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account



administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee's share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer Bargaining Unit Employees medical insurance with options for both PPO and HMO coverage. SBCERA will contribute 100% of the biweekly premium for employee only coverage. For Bargaining Unit Employees selecting "Employee + 1" or "Family" coverage, SBCERA will contribute 75% of the difference between those premiums and employee only coverage premiums, and the Employee shall pay 25% of the difference.

## **Section 7.2 Health Insurance Waiver and Opt Out**

**7.2.1** Bargaining Unit Employees eligible for health insurance coverage who are also enrolled in a comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with the County may elect to discontinue enrollment in the County-sponsored health plan (opt-out or waive). The rules and procedures for electing to opt-out of County sponsored health insurance coverage is governed by those established and administered by the County Employee Benefits and Services Division.

SBCERA shall pay all Bargaining Unit Employees who waive or opt out of health insurance coverage \$98.72 per pay period. Bargaining Unit Employees who Opted-Out of health insurance coverage prior to July 23, 2005 shall be grandfathered at a rate of \$165.18 per pay period. Bargaining Unit Employees who waived health insurance coverage prior to July 23, 2005 shall be grandfathered at a rate of \$234.47 per pay period.

**7.2.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee's share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, Bargaining Unit Employees eligible for health insurance coverage who are also enrolled in a comparable group health plan sponsored by another employer may elect to discontinue enrollment in the SBCERA selected and offered medical plan (opt-out or waive). SBCERA shall pay those Bargaining Unit Employees who waive or opt out of medical insurance coverage \$230 per pay period.

### **Section 7.3 Dental Insurance**

**7.3.1** SBCERA currently offers all Bargaining Unit Employees a Dental Premium Subsidy (“DPS”) in the amount of \$9.46 per pay period and purchases group insurance through the County of San Bernardino.

**7.3.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee’s share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer Bargaining Unit Employees dental insurance and will contribute 100% of the biweekly premium for employee, employee+1 and family coverage.

### **Section 7.4 Vision Insurance**

**7.4.1** SBCERA currently offers all Bargaining Unit Employees a Vision Care plan and contributes 100% of the biweekly premium for the employee only for General Benefit Group Employees and 100% of the biweekly premium for employee only or family coverage for Exempt Benefit Group Employees. SBCERA currently purchases group insurance through the County of San Bernardino.

**7.4.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee’s share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer Bargaining Unit Employees vision insurance and will contribute 100% of the biweekly premium for employee, employee+1 and family coverage.

### **Section 7.5 Flexible Spending Account (FSA)**

**7.5.1** SBCERA currently offers all Bargaining Unit Employees the opportunity to participate in a Flexible Spending Account (FSA) through San Bernardino County. The FSA allows Bargaining Unit Employees to set aside money on a pre-

tax basis to cover the cost of eligible medical expenses in accordance with IRS guidelines.

Exempt Benefit Group Employees (and grandfathered Disability Retirement Supervisor) are eligible for a match of their contribution up to a maximum of \$40 per pay period.

**7.5.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee's share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer Bargaining Unit Employees the opportunity to participate in a Flexible Spending Account (FSA) through SBCERA. The FSA allows Bargaining Unit Employees to set aside money on a pre-tax basis to cover the cost of eligible medical expenses in accordance with IRS guidelines.

Exempt Benefit Group Employees (and grandfathered Disability Retirement Supervisor) are eligible for a match of their contribution up to a maximum of \$40 per pay period.

## **Section 7.6 Dependent Care Assistance Program (DCAP)**

**7.6.1** SBCERA currently offers all Bargaining Unit Employees the opportunity to participate in a Dependent Care Assistance Program through San Bernardino County. The DCAP allows Bargaining Unit Employees to set aside money on a pre-tax basis to cover the cost of eligible dependent care expenses in accordance with IRS guidelines.

**7.6.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee's share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer Bargaining Unit Employees the opportunity to participate in a Dependents Care Assistance Program (DCAP) through SBCERA. The DCAP allows Bargaining Unit Employees to set aside money on a pre-tax basis to cover the cost of eligible dependent care expenses in accordance with IRS guidelines.

## Section 7.7 Life Insurance

7.7.1 SBCERA currently provides all Bargaining Unit Employees Life Insurance through San Bernardino County in the following amounts:

<b>Classification</b>	<b>Life Insurance Amount</b>
Account Auditing Supervisor	\$35,000
Accountant	\$50,000
Accounting Technician	\$35,000
Accounting Technician Fiscal Services	\$35,000
Associate Business Systems Engineer	\$50,000
Business Systems Analyst	\$50,000
Business Systems Engineer	\$50,000
Cloud Infrastructure Architect	\$50,000
Communications Officer	\$50,000
Communications Specialist	\$50,000
Disability Retirement Benefits Technician	\$35,000
Disability Retirement Specialist	\$35,000
Disability Retirement Supervisor	\$35,000
Disability Ret Sup (Grandfathered Incumbent)	\$50,000
Facilities Maintenance Technician	\$35,000
Information Security Engineer	\$50,000
Information Services Coordinator	\$35,000
Information Systems Engineer	\$50,000
Information Systems Technician	\$50,000
Investment Analyst	\$50,000
Legal Secretary	\$35,000
Office Specialist	\$20,000
Paralegal	\$35,000
Receptionist	\$20,000
Retirement Benefit Technician	\$35,000
Retirement Specialist	\$35,000
Retirement Specialist Supervisor	\$35,000
Senior Accountant	\$50,000
Senior Business System Engineer	\$50,000
Senior Business Systems Analyst	\$50,000
Senior Disability Retirement Specialist	\$35,000
Senior Investment Analyst	\$50,000
Senior Retirement Specialist	\$35,000

7.7.2 As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the

transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee's share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer Bargaining Unit Employees basic life insurance in the amount of \$100,000 and will contribute 100% of the biweekly life insurance premium. Subject to carrier restrictions and underwriting requirements, Bargaining Unit Employees may purchase additional coverage at their expense. Spouse/Child life insurance is available on a voluntary basis. Subject to carrier restrictions and underwriting requirements, Bargaining Unit Employees may purchase additional coverage at their expense.

## **Section 7.8 Accidental Death and Dismemberment**

**7.8.1** SBCERA currently offers all Bargaining Unit Employees the option to purchase voluntary Accidental Death and Dismemberment Insurance for themselves and their families through San Bernardino County. The premiums are currently the responsibility of the Bargaining Unit Employees.

**7.8.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee's share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer Bargaining Unit Employees accidental death and dismemberment coverage for the employee only in the amount of \$100,000 and will contribute 100% of the biweekly premium.

Spouse/Child Accidental Death and Dismemberment insurance is available on a voluntary basis. Subject to carrier restrictions and underwriting requirements, Bargaining Unit Employees may purchase this coverage at their expense.

## **Section 7.9 Short-Term Disability Insurance**

**7.9.1** SBCERA currently provides Bargaining Unit Employees with Short-Term Disability Insurance through San Bernardino County. This coverage provides 55% of the weekly salary, not to exceed established amounts for Bargaining Unit Employees that are unable to work due to their own disability.

**7.9.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee's share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer all Bargaining Unit Employees Short-Term Disability Insurance coverage and will contribute 100% of the biweekly premium. This coverage provides 60% of the weekly salary, not to exceed established amounts for Bargaining Unit Employees that are unable to work due to their own disability.

### **Section 7.10 Long-Term Disability Insurance**

**7.10.1** SBCERA currently provides Exempt Benefit Group Employees (and grandfathered Disability Retirement Supervisor) with Long-Term Disability Insurance through San Bernardino County. This coverage provides 60% of the monthly salary, not to exceed established amounts for Exempt Benefit Group Employees (and grandfathered Disability Retirement Supervisor) that are unable to work due to their own disability.

**7.10.2** As soon as practicable after Board approval of these Terms and Conditions, SBCERA will conduct a Special Open Enrollment to facilitate the transition of the following benefits away from San Bernardino County to the following plans selected and offered by SBCERA: medical, dental, vision, life insurance, short-term disability, long-term disability, flexible spending account administration, dependent care assistance program administration, leave administration and COBRA administration. Review Appendix C for plan designs and applicable employee's share of premium costs.

Effective upon the implementation of SBCERA selected and offered plans, SBCERA shall offer all Bargaining Unit Employees Long-Term Disability Insurance coverage and will contribute 100% of the biweekly premium. This coverage provides 60% of the monthly salary, not to exceed established amounts for Bargaining Unit Employees that are unable to work due to their own disability.

### **Section 7.11 Healthy Lifestyles Program**

SBCERA shall offer a healthy lifestyles/wellness program. Exempt Benefit Group Employees are eligible to receive Health Club Membership Reimbursement, up to \$324/year and Annual Physical Exam.

### **Section 7.12 Tuition Reimbursement**

**7.12.1** SBCERA currently offers tuition reimbursement to all Bargaining Unit Employees after one of year service. Bargaining Unit Employees are eligible for up to \$1,500 per fiscal year. Bargaining Unit Employees who receive reimbursement through must sign a legally binding agreement that if he/she does not remain employed for at least twelve (12) months following the completion of the course(s), he/she will be obligated to repay the assistance according to the following schedule either through payroll deductions or other legal means.

- Those who depart within 6 months following reimbursement are required to repay 100%
- Those who depart after 6 months, but before 12 months following reimbursement are required to repay 50%
- Those who depart after 12 months following reimbursement are required to repay 0%

**7.12.2** Upon SBCERA Board approval of these Terms and Conditions, SBCERA shall offer Bargaining Unit Employees tuition reimbursement up to \$5,000 per fiscal year with no obligation to repay the reimbursement if the Bargaining Unit Employee does not remain employed by SBCERA.

### **Section 7.13 Rideshare Participation**

SBCERA shall facilitate the required payroll deduction for Bargaining Unit Employees to participate the San Bernardino County Rideshare Program as long as the County permits SBCERA employees to participate in their program.

### **Section 7.14 Reopener for Affordable Health Care Act**

The parties recognize that certain state and federal laws, programs, and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, cost, or other elements of healthcare services that materially alter the provisions of these Terms and Conditions, either party may request to re-open the article of these Terms and Conditions regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage and SBCERA will not unilaterally implement any changes with regard to this article. In addition, should state or federal laws concerning taxation of healthcare benefits change, the parties agree to meet and discuss the impact of such change.

## **ARTICLE 8 - RETIREMENT**

### **Section 8.1 Pension Plan**

Bargaining Unit Employees shall participate in SBCERA's retirement system during the term of these Terms and Conditions.

**8.1.1** For all General Benefit Group Employees hired prior to January 1, 2013 and/or those Unit Employees otherwise eligible to receive this benefit as per the California Public Employees' Pension Reform Act of 2013 and any other relevant law, SBCERA currently pays/picks-up Bargaining Unit Employees' required member contribution to the retirement system at the rate of 7% upon the Bargaining Unit Employee reaching five (5) years of service

**8.1.2** SBCERA's pick-up for General Benefit Group Employees will be modified in accordance with the following schedule:

- Effective the first full pay period following SBCERA Board approval, SBCERA will pickup 3% of the Employee contribution.

**8.1.3** For Exempt Benefit Group Employees hired prior to January 1, 2013 and/or those Unit Employees otherwise eligible to receive this benefit as per the California Public Employees' Pension Reform Act of 2013 and any other relevant law, SBCERA currently pays/picks-up Tier 1 Bargaining Unit Employees' required member contribution to the retirement system at the rate of 7% upon hire.

**8.1.4** SBCERA's pick-up for Exempt Benefit Group Employees will be modified in accordance with the following schedule:

- Effective the first full pay period following SBCERA Board approval, SBCERA will pickup 3% of the Employee contribution.

The member contributions made under this section shall be refundable to the Bargaining Unit Employee (at the time and to the extent available under general operating rules of SBCERA) and shall reduce the Bargaining Unit Employee's obligation to make member contributions to SBCERA on a dollar for dollar basis.

Any member contributions to SBCERA which are not paid by SBCERA as provided in this section and are paid by the Bargaining Unit Employee shall be "picked up" (for tax purposes only) by SBCERA and shall be treated as employer contributions for tax purposes only. The Board shall adopt such resolutions and take all other action that is necessary or appropriate to comply with the Internal Revenue Code to achieve this result.

## **Section 8.2 Retiree Health Reimbursement Plan**

At separation from service with SBCERA for reasons other than death or disability retirement, Bargaining Unit Employees will be required to contribute the cash value of 100% of unused sick leave balances to the SBCERA Retiree Health Reimbursement Plan.

Upon the death of a Bargaining Unit Employee, SBCERA will contribute the cash value of 100% of unused sick leave balances to the SBCERA Retiree Health Reimbursement Plan to be used by the designated beneficiary in accordance with the plan documents.



## **ARTICLE 9 - EMPLOYEE REPRESENTATIVES / STEWARDS**

### **Section 9.1 Designation of Employee Representatives**

The Union may designate up to five (5) Bargaining Unit Employees to serve as Employee Representatives/Stewards (“Employee Representatives”). The Union will provide SBCERA with the names of the designated Employee Representatives.

### **Section 9.2 Release Time**

SBCERA will grant Employee Representatives as defined in Section 9.1 release time to assist other Bargaining Unit Employees in processing grievances, investigatory meetings, and time to meet and confer (including preparatory caucuses). Employee Representatives must advise their respective supervisor or manager of the need for any specific release time, and provide reasonable advance notice of such need. If SBCERA cannot release the Employee Representative at the requested time due to business needs, the matter will be rescheduled at the earliest possible time.

### **Section 9.3 Reimbursement for Release Time**

Employee Representatives shall code and SBCERA shall track all release time taken by Employee Representatives. After the cumulative release time taken by all Employee Representatives reaches twenty (20) hours in any one (1) calendar month, the Union shall reimburse SBCERA for all additional release time taken in excess of twenty (20) hours during that calendar month at the Employee Representative’s fully-burdened, hourly rate. This cap excludes negotiations and periodic communication meetings between SBCERA and the Union.

## **ARTICLE 10 - GRIEVANCES**

### **Section 10.1 Definition**

A grievance is an alleged violation of a specific provision of these Terms and Conditions that adversely affects the Bargaining Unit Employee and that contains all of the information listed in the “Statement of the Grievance” below.

### **Section 10.2 Statement of the Grievance**

A concern is not a grievance unless the affected Bargaining Unit Employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of these Terms and Conditions that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. A Statement of the Grievance must be signed by the Bargaining Unit Employee or the Union Representative filing the grievance to certify that it is filed in good faith.

### **Section 10.3 Timelines**

Failure of SBCERA to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

#### **Section 10.4 Procedures**

- **Step I Informal Resolution with Supervisor:** The Bargaining Unit Employee/Union Representative must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 20 calendar days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
- **Step II Department Chief:** If the Bargaining Unit Employee/Union Representative believes that the grievance has not been resolved through Step I, the Bargaining Unit Employee/Union Representative may submit a written Statement of the Grievance to his/her department chief. The Bargaining Unit Employee/Union Representative must submit the Statement of the Grievance within 28 calendar days after the grievant first became aware that a grievance has occurred. The department chief shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 14 calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.
- **Step III Advisory Arbitration and CEO:** If the Bargaining Unit Employee/Union Representative believes that the grievance has not been resolved through Step II, the Bargaining Unit Employee/Union Representative may appeal the grievance decision of the department chief by filing with the CEO a request for an advisory arbitration within 14 calendar days of the date of the department chief's written decision. In the alternative, a Bargaining Unit Employee/Union Representative may waive the advisory arbitration and file a request to appeal directly to the CEO within 14 calendar days of the date of the department chief's written decision.
  - **Option 1: Advisory Arbitration:** The cost of the advisory arbitration shall be shared equally. If the Bargaining Unit Employee/Union Representative and SBCERA do not agree on an advisory arbitrator, they shall request a list of arbitrators from the State Mediation and Conciliation Service ("SMCS") and alternately strike names from the list until an arbitrator is selected. The party to make the first strike shall be determined by lot. The advisory arbitrator shall make a written recommendation to the CEO. The CEO may accept, reject, or modify the advisory arbitrator's recommendation. The CEO shall submit his/her written decision to the grievant within 14 calendar days of receipt of the advisory arbitrator's decision. If the CEO rejects the advisory arbitrator's decision, the CEO shall include in his/her

written decision the reasons for such rejection. The decision of the CEO shall be final and binding. Each party has the right to pursue legal remedies following the CEO's decision.

- **Option 2: Appeal to the CEO:** The CEO shall submit his/her written decision to the grievant within 14 calendar days of receipt of the grievant's appeal explaining the reasons for his/her decision. The decision of the CEO shall be final and binding. Each party has the right to pursue legal remedies following the CEO's decision.

## **ARTICLE 11 - AT-WILL EMPLOYMENT STATUS**

All Bargaining Unit Employees are "at-will" and serve at the pleasure of the CEO, who may discipline or separate any Bargaining Unit Employee at will, with or without cause. The CEO's decision is final and is not subject to the grievance procedure. The CEO shall review and the Board shall ratify any involuntary termination of a Bargaining Unit Employee. Bargaining Unit Employees do not have civil service appeal rights.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

### **Section 12.1 Work Schedule**

The workweek for all Bargaining Unit Employees shall be 168 regularly recurring hours. For Bargaining Unit Employees working a schedule other than the 9/80 work schedule, the workweek shall begin at 12:01 a.m. Saturday and end at 12:00 a.m. (midnight) the following Friday. For Bargaining Unit Employees working the 9/80 work schedule, each Bargaining Unit Employee's designated Fair Labor Standards Act ("FLSA") workweek (168 hours in length) shall begin exactly four (4) hours after the start time of his/her eight (8) hour shift on the day of the week that corresponds with the Bargaining Unit Employee's alternating regular day off. Bargaining Unit Employees working a 9/80 work schedule will have a regular day off every other week as determined by SBCERA.

### **Section 12.2 SBCERA Initiated Modifications to Work Schedule**

SBCERA reserves the right to modify a Bargaining Unit Employee's work schedule to ensure adequate coverage or should other business needs arise. SBCERA will provide a seven (7) day notice to affected Bargaining Unit Employees prior to modifications to a Bargaining Unit Employee's regular work schedule.

### **Section 12.3 Bargaining Unit Employee Initiated Modifications to Work Schedule**

Bargaining Unit Employees wishing to flex hours or modify their work schedule from one day to another (for example, work eight (8) hours on Tuesday and ten (10) hours on Thursday) must receive advance authorization from their supervisor. A Bargaining Unit Employee's request to modify a work schedule or flex his/her work schedule is not intended, nor shall it be allowed, to enable an overtime liability to SBCERA pursuant to these Terms and Conditions or the FLSA.

## **Section 12.4 Overtime**

### **12.4.1 Definition**

Overtime shall be defined as hours actually worked in excess of forty (40) hours in a given workweek. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals. SBCERA shall compensate overtime work at the rate one and one-half (1.5) times the Bargaining Unit Employee's regular rate of pay.

### **12.4.2 Compensatory Time Off**

Bargaining Unit Employees have the option to request compensatory time off ("CTO") in lieu of cash payment for overtime work at the rate of one and one-half (1.5) times the Bargaining Unit Employee's regular rate of pay up to forty (40) hours. Any overtime accrued in excess of the maximum forty (40) banked CTO hours shall be paid in the pay period in which the time exceeds the maximum banked hours allowed.

### **12.4.3 Compensatory Time Off Cash Out**

CTO is not subject to cash-out except upon termination from SBCERA. Upon termination, SBCERA shall pay the Bargaining Unit Employee for banked CTO hours at the higher of: (1) the Bargaining Unit Employee's final regular rate of pay; or (2) the Bargaining Unit Employee's average regular rate of pay during the last three (3) years of employment. CTO is deemed not eligible to be compensation earnable or pensionable compensation.

## **Section 12.5 Administrative Leave**

### **12.5.1 Administrative Leave Accrual**

Effective pay period one (1) of each calendar year, an Exempt Benefit Group Employee<sup>2</sup> in a regular position who is in paid status will receive 80 hours of administrative leave time for the employee's use. An eligible Exempt Benefit Group Employee in a regular position who is part-time or job-sharing shall be eligible for a prorated number of administrative leave hours based on regularly scheduled hours. Exempt Benefit Group Employees hired after the beginning of pay period one (1) shall receive a prorated number of administrative leave hours based upon the remaining number of pay periods in that calendar year. Exempt Benefit Group Employees not in paid status in pay period one (1) shall receive,

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<sup>2</sup> Independent of their FLSA status of exempt (ineligible for overtime) or non-exempt (eligible for overtime).

upon return to paid status, a prorated number of administrative leave hours based on the number of pay periods remaining in that calendar year.

SBCERA agrees to grandfather 80 hours of Administrative Leave for SEIU Supervisor positions that are not already part of the Exempt Benefit Group. Any Annual Leave in employee leave accounts must be used by the end of December 15, 2023 (Pay Period 26) in accordance with the existing practice for Annual Leave. Effective with the next pay period (Pay Period 1 of 2024), SBCERA will no longer issue Annual Leave.

### **12.5.2 Administrative Leave Cash-Out**

Bargaining Unit Employees may cash out their accrued administrative leave hours at the employee's then current base rate of pay in increments of one hour, upon the approval of the appointing authority, during the calendar year. Any administrative leave accrual balances in effect at the end of the last pay period paid in the calendar year will be paid to the Bargaining Unit Employee automatically at the employee's then current base rate of pay. Bargaining Unit Employees may designate that cash outs of administrative leave be contributed to the employee's 401(k) plan or 457(b) plan. Upon termination of employment, unused administrative leave hours will be paid to the Bargaining Unit Employee at the employee's then current base rate of pay.

### **Section 12.6 Meals and Breaks**

If SBCERA schedules work which affects the ability for a Bargaining Unit Employee to take his/her meal or rest break, the Bargaining Unit Employee will be allowed to reschedule such breaks.

## **ARTICLE 13 - LEAVE PROVISIONS**

### **Section 13.1 Sick Leave**

All Bargaining Unit Employees shall accrue sick leave at the rate of 3.69 hours per pay period.

At separation from service with SBCERA for reasons other than death or disability retirement, Bargaining Unit Employees will be required to contribute the cash value of 100% of unused sick leave balances to the SBCERA Retiree Health Reimbursement Plan.

Upon the death of a Bargaining Unit Employee, SBCERA will contribute the cash value of 100% of unused sick leave balances to the SBCERA Retiree Health Reimbursement Plan to be used by the designated beneficiary in accordance with the plan documents.

### **Section 13.2 Vacation**

#### **13.2.1 Definition**

Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and wellbeing of the Bargaining Unit Employee. If a Bargaining Unit Employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the Bargaining Unit Employee and with the approval of the appointing authority.

### **13.2.2 Accrual**

Bargaining Unit Employees in regular positions scheduled to work eighty (80) hours per pay period shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided a Bargaining Unit Employee has worked six (6) pay periods from the Bargaining Unit Employee's benefit date. Bargaining Unit Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.

<b>Length of Service</b>	<b>Per Pay Period Accrual Allowance</b>
Through completion of fourth year	3.08 Hours
Beginning of fifth year through completion of 8th year	4.62 Hours
Beginning of ninth year	6.15 Hours

### **13.2.3 Vacation Cash Out**

SBCERA will allow Bargaining Unit Employees to have a maximum carryover of 480 hours of vacation leave. Bargaining Unit Employees may cash out leave over 160 hours one time per calendar year through December 15, 2023 (pay period 26). Effective with the next pay period (Pay Period 1 of 2024) forward, Bargaining Unit Employees may cashout up to 80 hours one time per calendar year. Such cash out must be pre-designated or will be subject to a 10% penalty.

Near the end of each calendar year, SBCERA will make a form available for Unit Employees to pre-designate a cash out and SBCERA will provide a deadline (within the same calendar year) for the Bargaining Unit Employees to make such an election. The cash out will be provided at the Bargaining Unit Employee designated time in the following calendar year. Any unused balance of vacation leave over the 480 hours will automatically cash out in pay period one (1).

### **Section 13.3 Disability Leave**

Bargaining Unit Employees receiving the benefits of Workers' Compensation or short-term disability leave receive partial replacement of their income through these benefits. Bargaining Unit Employees on these types of disability leave may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the Bargaining Unit Employee receives from integrating leave time with disability payments shall not exceed 100% of the Bargaining Unit Employee's base salary. Paid personal leave time coded on the Bargaining Unit Employee's time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the Bargaining Unit Employee. When the exact amount is unknown, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the Bargaining Unit Employee will be required to repay that amount. A Bargaining Unit Employee who knowingly receives payment in excess of their regular base salary is required to report it to Human Resources.

Bargaining Unit Employees who are fully integrating accrued leave time with disability benefits and have at least 41 hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Bargaining Unit Employees who are not fully integrating or Bargaining Unit Employees who have less than 41 hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report only. Bargaining Unit Employees who do not integrate do not accrue any leaves.

Bargaining Unit Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay, provided they are on the payroll for the entire pay period, have no unapproved leave for the pay period, and have enough leave accrued to equal at least one-half of the Bargaining Unit Employee's normal scheduled hours. Bargaining Unit Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions.

### **Section 13.4 Holidays**

#### **13.4.1 Fixed Holidays**

All Bargaining Unit Employees shall be entitled to the following holidays:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King's Day)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- June 19 (Juneteenth)

- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Indigenous Peoples' Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving)
- Fourth Friday in November (Day after Thanksgiving)
- December 24 (Christmas Eve)
- December 25 (Christmas Day)
- December 31 (New Year's Eve)

When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against a Bargaining Unit Employee's earned vacation benefits.

#### **13.4.2 Floating Holidays**

Bargaining Unit Employees in regular positions shall be entitled to a total of eight hours floating holiday time provided that the Bargaining Unit Employee is not on unpaid leave for the entire pay period and is actively on the payroll for the pay period where the floating holiday is accrued. Eight hours floating holiday time shall be accrued annually during the pay period including January 1.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued with the approval of the appointing authority. Appointing authorities have the right to schedule Bargaining Unit Employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the Bargaining Unit Employee. Bargaining Unit Employees in regular positions working less than 80 hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

#### **13.4.3 Holiday Accruals and Cash Outs**

Whenever a Bargaining Unit Employee is required to work on a fixed holiday or the fixed holiday falls on a Bargaining Unit Employee's regularly scheduled day off, the Bargaining Unit Employee shall accrue on an hour-for-hour basis, up to a total of eight hours, floating holiday time.

Upon retirement or termination, Bargaining Unit Employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency. A Bargaining Unit Employee may sell back holiday time at the base hourly rate of



the Bargaining Unit Employee as hereinafter provided, upon approval of the appointing authority. Eligible Bargaining Unit Employees may exercise this option under procedures established by the Director of Human Resources. Effective with the pay period including January 1, 2024 (pay period 1) forward, a Bargaining Unit Employee may elect up to 40 hours per calendar year in holiday cash outs; such cash out must be pre-designated in a time period specified by SBCERA. Any amounts up to 40 hours not pre-designated may still be taken, but are subject to a 10% penalty. In lieu of cash, the Bargaining Unit Employee may designate that part or all of the value of holiday time to be sold back is allocated to a deferred income plan if the County approves such a plan and credit for holiday time is allowed under the plan.

In order to sell back holiday time prior to termination or retirement, a Bargaining Unit Employee may exercise the following options:

- **Option 1: Future Accruals:** A Bargaining Unit Employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight hours and may not exceed the annual amount to be accrued for the next calendar year. Any hours not cashed out by pay period 25 will automatically be converted into cash in the last pay period of the calendar year.
- **Option 2: Existing Accruals:** Existing accruals may be cashed out in whole hour increments with a minimum cash-out of eight hours and be subject to a 10% penalty.

### **Section 13.5 Bereavement**

Bargaining Unit Employees may use up to five (5) days of Bereavement Leave; three (3) days of which will be paid leave, not charged to the Bargaining Unit Employee's personal leave balances, per occurrence for bereavement due to the death of the Bargaining Unit Employee's grandparent, parent, parent-in-law, step-parent, sibling, sibling-in-law, step-sibling, child, spouse, or domestic partner, as defined by California Family Code Section 297. Bargaining Unit Employees may use other accruals, such as vacation, sick, or administrative leave, to add additional days for leave associated with a bereavement with advance approval from their supervisor/manager.

### **Section 13.6 Jury Duty**

A Bargaining Unit Employee who serves on involuntary jury duty shall receive their base salary for those hours the Bargaining Unit Employee was scheduled to work including travel time to and from jury duty service, not to exceed the number of hours in the Bargaining Unit Employee's normal workday and the Bargaining Unit Employee's normal work week.

If a Bargaining Unit Employee's jury service is for more than 75% of their assigned work shift, the Bargaining Unit Employee does not need to report for work following the completion of jury service. Bargaining Unit Employees are not entitled to juror pay for jury duty but are permitted to keep any mileage payments made by the court. Verification of actual service for jury duty shall be provided by the Bargaining Unit Employee for each day of jury service.

### **Section 13.7 Examination Time**

Bargaining Unit Employees shall be entitled to a reasonable amount of time off with pay for the purpose of attending SBCERA selection processes (e.g., interviews, practical exams, in person exams) required based on their application to a different SBCERA position provided they occur during the employee's normal workday and the employee's normal work week. Bargaining Unit Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Selection process participation time off shall not be charged against any accumulated leave balances and shall be compensated at the Bargaining Unit Employee's base hourly rate.

A Bargaining Unit Employee is not entitled to compensation if the Bargaining Unit Employee is able to complete the selection process on his/her own non-working time (e.g., online exams) and overtime shall not be earned for such time participating in the selection process. To be eligible for paid examination time, Bargaining Unit Employees must report to work before and after selection process participation during the Bargaining Unit Employee's normal workday.

### **Section 13.8 Witness Leave**

A Bargaining Unit Employee who is absent as a court-subpoenaed witness or expert witness in the interest of or on behalf of SBCERA shall be paid the normal salary for the corresponding period of absence. Human Resources shall be provided with a copy of the subpoena. No portion of the Bargaining Unit Employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to SBCERA.

If an exceptional circumstance occurs whereby the Bargaining Unit Employee does not remit such fees, an amount equal to the fees shall be deducted from the Bargaining Unit Employee's salary. A Bargaining Unit Employee who is a party to a suit or who is an expert witness not serving in the interest of or on behalf of SBCERA shall appear on their own time.

### **Section 13.9 Other Leaves**

SBCERA will comply with all state and federal laws regarding leaves including but not limited to Leave to Vote, Military Leave, Pregnancy Disability Leave (PDL), Family Medical Leave Act, California Family Rights Act (CFRA), Leave for Victims of Domestic Abuse, Sexual Assault, & Stalking, School Appearance and Activities Leave, Crime Victims Leave, Jury Duty & Witness Leave, and Organ & Bone Marrow Donation

Leave and any subsequent applicable leave laws that arise during the course of the agreement.

## **ARTICLE 14 - UNION RIGHTS**

### **Section 14.1 Union Staff Access**

With prior notification, SBCERA shall grant official representatives of the Union access to SBCERA facilities to communicate with Bargaining Unit Employees in non-work areas during the Bargaining Unit Employees' non-working time so long as the Union representatives do not disrupt or interfere with SBCERA business or Bargaining Unit Employees' work.

### **Section 14.2 Union Dues**

#### **14.2.1 Union Right to Dues Deductions**

The Union shall have the right to have membership dues deducted from the wages of all Bargaining Unit Employees who are dues-paying members. SBCERA shall deduct Union dues from the wages of all Bargaining Unit Employees who become dues-paying members of the Union.

#### **14.2.2 Union Obligation to Inform SBCERA**

The Union, through an authorized representative of the Union, has an obligation to inform SBCERA of the identity of the Bargaining Unit Employees who are dues-paying members, and must inform SBCERA of any change in status of any of its dues-paying members.

#### **14.2.3 Indemnification and Hold Harmless**

The Union shall completely indemnify and hold SBCERA and its officers, employees, and agents harmless from any and all claims, proceedings, demands, or suits, liability, or other action taken or not taken by or on behalf of SBCERA arising from the provisions contained in Section 14.2 of these Terms and Conditions, and to reimburse SBCERA for its costs in defending against any such claims, proceedings, or liability.

### **Section 14.3 Communications**

#### **14.3.1 Bulletin Board**

SBCERA will maintain a bulletin board in the third floor breakroom for the Union to utilize to post written communications.

#### **14.3.2 Email Communications**

SBCERA will allow the Union to communicate with employees via the SBCERA email system consistent with current email policies and practices for non-SBCERA related communications.

#### **Section 14.4 New Employee Orientation**

In accordance with Government Code Section 3556, SBCERA will provide the Union (to the Worksite Organizer (WSO) and to membership@seiu721.org) with at least ten (10) days notice in advance of a new employee orientation, except where an urgent need critical to SBCERA's operations that was not reasonably foreseeable necessitates shorter notice. In addition, SBCERA will provide the Union thirty (30) minutes to meet with new Bargaining Unit Employees without management being present. SBCERA will provide release time for one (1) designated Employee Representative to attend such sessions.

#### **Section 14.5 Employee Information**

In accordance with Government Code Section 3558, SBCERA will provide the Union with the following information for each newly hired employee within thirty (30) days of the date of hire so long as the newly hired employee provided such information to SBCERA: name, job title, department, work location, work phone number, home phone number, personal cell phone number, personal email address, and home address. Aside from the timing relating to a newly hired employee, SBCERA will also provide the Union with such information for all employees every 120 days.

### **ARTICLE 15 - LAYOFFS**

#### **Section 15.1 Notice**

SBCERA may layoff Bargaining Unit Employees or reduce Bargaining Unit Employees' hours at any time for lack of work, budgetary reasons, technological changes, or other SBCERA actions that necessitate a reduction in the work force. SBCERA shall provide the Union with sixty (60) days notice of a layoff.

#### **Section 15.2 Order of Layoffs**

In the event SBCERA deems layoffs necessary it will provide the Union an opportunity to meet & confer over the effects of the decision including, but not limited to, order of layoff.

### **ARTICLE 16 - CLASSIFICATION AND PROMOTIONS**

#### **Section 16.1 Work Out of Classification**

Effective the first full pay period following SBCERA Board approval of these Terms and Conditions, SBCERA may temporarily assign an employee to a position in a higher classification or temporarily reclassify an employee for the performance of duties in a

higher classification. Such an assignment may be for up to one year. An employee shall begin to receive the appropriate compensation of the higher classification of at least 5% or the beginning of the range from the effective date specified in the notice of assignment to the higher classification.

### **Section 16.2 Classification Reviews**

The process and procedure for reclassification of SBCERA staff positions shall be governed by SBCERA Chief Executive Officer Policy No. 26.

### **Section 16.3 Promotions**

SBCERA shall first post all open positions for SEIU covered classifications to internal candidates before seeking candidates outside the organization, with the exception that any position below range 5 on the salary schedule may be opened to the public immediately. All qualified internal candidates who apply will be considered. The best qualified candidate from the entire pool, including both internal and external candidates, will be selected. Those internal and external applicants successful in the recruitment process for an SBCERA position will be placed on an eligibility list for 6 months following the completion of selection process that may be used to fill future vacancies as they occur. The list may be extended for an additional 6 months at the discretion of the CEO.

## **ARTICLE 17 - USE OF PERSONAL VEHICLE ON SBCERA BUSINESS**

In order for a Bargaining Unit Employee to be permitted to operate their personal vehicle during the performance of their SBCERA job duties, the Bargaining Unit Employee shall maintain vehicle liability insurance coverage at least equal to those legally required in the State of California.

Bargaining Unit Employees must notify SBCERA Human Resources within two business days if their driver's license has been temporarily or permanently suspended or revoked, and may not drive on SBCERA business during the time they remain unlicensed or with a suspended license.

SBCERA shall reimburse mileage for travel on SBCERA business in accordance with IRS rules, and in the amount determined by the IRS.

## **ARTICLE 18 - NON-DISCRIMINATION**

Parties will comply with all federal, state, and local laws relating to discrimination. CEO Policy 21 will be amended or a separate policy created to promote a workplace free of bullying and other forms of harassment.

## **ARTICLE 19 - ACCESS TO PERSONNEL RECORDS**

Bargaining Unit Employees and/or their representatives if designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours by

making such request in writing. Records will be made available within 14 calendar days of written request.

#### **ARTICLE 20 - SEVERABILITY/SAVINGS**

If any part of these Terms and Conditions are rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of these Terms and Conditions shall not render invalid the remaining parts hereof.

#### **ARTICLE 21 - AMENDMENTS**

These Terms and Conditions can be altered or amended only by written agreement between the Parties hereto.

**Appendix A:** List of Classifications in Bargaining Unit

# APPENDIX A

## LIST OF CLASSIFICATIONS IN THE BARGAINING UNIT

<b>CLASSIFICATION</b>	<b>FLSA STATUS</b>	<b>BENEFIT GROUP</b>
Account Auditing Supervisor	Non-Exempt	General Benefit Group
Accountant	Non-Exempt	General Benefit Group
Accounting Technician - Fiscal	Non-Exempt	General Benefit Group
Associate Business Systems Engineer	Non-Exempt	General Benefit Group
Business Systems Analyst	Non-Exempt	General Benefit Group
Business Systems Engineer	Non-Exempt	General Benefit Group
Cloud Infrastructure Architect	Non-Exempt	General Benefit Group
Communications Officer	Exempt	Exempt Benefit Group
Communications Specialist	Non-Exempt	General Benefit Group
Disability Retirement Benefits Technician	Non-Exempt	General Benefit Group
Disability Retirement Specialist	Non-Exempt	General Benefit Group
Disability Retirement Supervisor	Non-Exempt	Exempt Benefit Group (See Article 4)
Facilities Maintenance Technician	Non-Exempt	General Benefits Group
Information Security Engineer	Non-Exempt	General Benefit Group
Information Services Coordinator	Non-Exempt	General Benefit Group
Information Systems Engineer	Non-Exempt	General Benefit Group
Information Systems Technician	Non-Exempt	General Benefit Group
Investment Analyst	Non-Exempt	General Benefit Group
Legal Secretary	Non-Exempt	General Benefit Group
Office Specialist	Non-Exempt	General Benefit Group
Paralegal	Non-Exempt	General Benefit Group
Receptionist	Non-Exempt	General Benefit Group
Retirement Benefits Technician	Non-Exempt	General Benefit Group
Retirement Specialist	Non-Exempt	General Benefit Group
Retirement Specialist Supervisor	Non-Exempt	General Benefit Group
Senior Accountant	Non-Exempt	General Benefit Group
Senior Business Systems Analyst	Non-Exempt	General Benefit Group
Senior Business Systems Engineer	Non-Exempt	General Benefit Group
Senior Disability Retirement Specialist	Non-Exempt	General Benefit Group
Senior Investment Analyst	Non-Exempt	General Benefit Group
Senior Retirement Specialist	Non-Exempt	General Benefit Group